



Sean Rogan
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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**Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich**
Commissioners

ADOPTED

Community Development Commission

November 29, 2011

#2-D NOVEMBER 29, 2011

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE THE ARCHITECTURAL SERVICES CONTRACT WITH HMC ARCHITECTS FOR
PHASE 2 OF THE WHITTIER AREA RECREATION AND FAMILY SERVICES CENTER PROJECT
(DISTRICT 4) (3 VOTE)**

SUBJECT

This letter recommends approval of an amendment to the Architectural Services Contract with HMC Architects for phase 2 of the Whittier Area Recreation and Family Services Center project, located at the North corner of Telegraph Road and Valley View Ave, in unincorporated South Whittier. The initial Contract was awarded by your Board on July 13, 2010.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director or his designee to execute an amendment to the Architectural Services Contract with HMC Architects for phase 2 of the Whittier Area Recreation and Family Services Center project, to increase the Contract amount by \$1,123,302, using County Capital Project Funds, for a total Contract amount of \$1,516,410.
2. Authorize the Executive Director or his designee to incorporate up to \$1,123,302 of County Capital County Project Funds into the Commissions approved Fiscal Year 2011-2012 budget.
3. Authorize the Executive Director or his designee to approve Contract change orders up to \$112,330 using the same source of funds, to provide for any unforeseen project costs, and to execute all necessary administrative amendments to the Contract following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve an amendment to the Architectural Services Contract and all related documents with HMC Architects for phase 2 of the Whittier Area Recreation and Family Services Center project (Project), to render architectural services for the second and final phase of the Project, which includes design development, construction drawings, entitlement, bidding, and construction administration.

The services to be performed under the contract were competitively solicited under a qualification based process and were within the scope of initial solicitation. HMC Architect fees were negotiated during the solicitation phase based upon services to be performed for the Project, and HMC Architects was selected as the most qualified to render architectural services for the Project. However, due to funding limitations, the services under the contract were divided into two phases. The first phase of services for schematic design of the Project was included as part of the scope of service under initial contract awarded by your Board on July 13, 2010. Now that additional funding has become available for the Project, the Commission respectfully requests your Board to approve the attached amendment to the Contract to allow the HMC Architects to render design services for the next and final phase and other related work for the planning of this new community and family services center and related facilities. The new approximately 19,000 square foot building will be designed to achieve, at least, a Leadership in Energy and Environmental Design (LEED) Silver certification and will accommodate increased programming and community services for the residents of unincorporated South Whittier.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The Amendment to the Contract will be funded with \$1,123,302 in Capital Project Funds, approved by your Board on March 22, 2011. A 10 percent contingency, in the amount of \$112,330 using the same source of funds, is recommended for the Project due to the nature of large scale developments, and the potential for significant on-site and off-site work, including unforeseen conditions. The recommended action will allow these funds to be incorporated into the Commission's Fiscal Year 2011-2012 approved budget and future budgets as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment to the Contract provides for design services from design development through construction administration. Should the Consultant require additional or replacement personnel during the remainder of the term of the Contract, the firm will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Amendment has been approved as to form by County Counsel and executed by the Consultant.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) because it involves design activities that

will not have a physical impact on or result in any physical changes to the environment. Furthermore, the recommended action, to award and approve an amendment to an Architectural Services Contract, is a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This recommended action is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On May 15, 2008, the Commission initiated a Request for Statement of Qualifications (RFSQ) process to procure the most qualified architecture and engineering consulting firm to provide services for the Project. Notices of the RFSQ were mailed to 316 architecture and engineering firms identified from the Commission's vendor list. An announcement also appeared on the County of Los Angeles website. As a result of the outreach, 139 RFSQs were requested and distributed.

Twenty-nine firms submitted Statements of Qualifications (SOQ) by the original deadline of June 6, 2008. Immediately following the submittal deadline, a selection panel consisting of Commission staff began independent evaluations of the SOQs. Commission staff performed its threshold review, and 25 firms passed basic threshold requirements. These firms were found to be qualified to provide services and were added to a shortlist of consultants, which was reviewed and approved by The Acting Executive Director on August 6, 2008.

On February 19, 2010, Commission staff and County staff reviewed and interviewed the three most qualified firms and agreed that HMC Architects was the most qualified to provide architectural services for the Project. In May 2010, a fee and scope of services was agreed upon by the Commission and the HMC Architects for the entire Project. However, due to funding limitations, the design services of the project were divided into two phases. Phase 1 included programming to schematic design; Phase 2 includes design development, construction drawings, entitlement, bidding, and construction administration. The Summary of Outreach Activities is provided with this letter as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Amendment to the Architectural Services Contract will provide for the second and final phase of design and related services for the Whittier Area Recreation and Family Services Center project. The proposed improvements will include a new LEED Silver certified building which will be up to 19,000 square feet, allowing the Center to provide expanded programming and community services to the residents of unincorporated South Whittier.

The Honorable Board of Supervisors

11/29/2011

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN

Executive Director

SR:by

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Request for Qualifications (RFQ) for Architectural Design Services

On May 15, 2008, the following Request for Statements of Qualifications (RFSQ) was initiated to procure the most qualified architecture and engineering firms for various Housing Authority and/or Community Development Commission Projects.

A. Newspaper Advertising

Beginning on May 13, 2008, announcements of the RFSQ's appeared in the following eight local newspapers:

Dodge Construction News/Green Sheet	Los Angeles Sentinel
Eastern Group Publication	Los Angeles Times
International Daily Public News	The Daily News
La Opinion	Wave Community Newspapers

The announcement of the RFSQ was also posted on the County WebVen website. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQ from the Commission.

B. Distribution of RFSQs

The Commission's vendor list was used to mail out the RFSQ to 316 architectural and engineering firms, of which 240 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 139 RFSQs were requested and distributed by the Commission.

C. Pre-submittal conference

On May 22, 2008, a total of 77 firms attended a mandatory pre-submittal conference to address questions about the SOQ format, submittal requirements and scope of various projects.

D. Statements of Qualifications (SOQs)

On June 6, 2008, a total of 29 firms submitted SOQs, of which 10 identified themselves as female or minority-owned.

E. Review of SOQs and Newspaper Advertising

From June 2008 to July 2008, a review panel consisting of Commission staff reviewed the 29 SOQs and ranked each firm independently. In August 2008, Commission staff developed and approved a short list of 25 qualified firms. In February 2010, a review panel consisting of Commission staff and County staff selected and interviewed the three highest ranking firms and agreed that HMC Architects was the most qualified to render design services the Project, and therefore selected this firm.

HMC Architects was then invited to submit a formal fee proposal based on the outline scope of work, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee was \$1,516,410, for complete services, including phase 1 (programming and schematic design) and phase 2 (design development, construction drawings, entitlement, bidding and construction administration) services.

F. Participation of Minorities and Women – Selected Architect

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
HMC Architects	Non-Minority	Total: 464 202 minorities 217 women 44% minority 47% women

G. Participation of Minorities and Women - Firms Not Selected

Ah'be	Minority	Total: 21 13 minorities 13 women 62% minority 62% women
Birba Group Architects	Minority	Total: 9 3 minorities 9 women 3% minority 100% women
Carde Ten Architects	Minority	Total: 19 12 minorities 7 women

		63% minority 37% women
FSY Architects	Minority	Total: 13 8 minorities 2 women 62% minority 15% women
GMP Architects	Non-Minority	Total: 17 8 minorities 5 women 47% minority 29% women
Gonzalez Goodale Architects	Non-Minority	Total: 35 20 minorities 12 women 57% minority 34% women
Harley Ellis Devereaux	Non-Minority	Total: 389 72 minority 104 woman 19% minority 27% women
Hill Partnership, Inc.	Non-Minority	Total: 40 15 minorities 13 women 38% minority 33% women
Hodgetts-Fung Design/Architecture	Non-Minority	Total: 15 3 minorities 7 women 20% minority 47% women
IDS Group, Inc.	Non-Minority	Total: 50 26 minorities 11 women 52% minority 21% women

Katherine Spitz Associates, Inc.	Female	Total: 10 3 minority 7 woman 30% minority 70% women
Kennard Design Group	Minority/Female	Total: 10 9 minorities 4 women 90% minority 40% women
Ken Kurose Architect	Minority	Total: 4 4 minorities 1 women 100% minority 25% women
Lewis / Schoeplein Architects	Female	Total: 7 2 minority 4 woman 29% minority 57% women
Luckman Partnership, Inc.	Non-Minority	Total: 12 3 minorities 4 women 25% minority 33% women
Martinez Architects, Inc.	Non-Minority	Total: 41 37 minorities 14 women 90% minority 34% women
Onyx Architects	Non-Minority	Total: 21 7 minorities 10 women 33% minority 48% women

Osborn Architects	Non-Minority	Total: 51 22 minorities 23 women 43% minority 45% women
Quatro Design Group	Minority	Total: 24 20 minorities 8 women 83% minority 33% women
Rachlin Architects	Non-Minority	Total: 14 2 minority 1 woman 14% minority 7% women
RNL Design	Non-Minority	Total: 171 27 minorities 91 women 16% minority 53% women
The Albert Group Architects	Non-Minority	Total: 10 4 minorities 5 women 40% minority 50% women
Tucker Sadler	Non-Minority	Total: 40 9 minorities 13 women 23% minority 33% women
DLR Group/WWCOT	Non-Minority	Total: 91 73 minorities 49 women 80% minority 42% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and

mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement for Professional Services ("Agreement") first entered into on July 13, 2010 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "Commission", and HMC Architects, hereinafter called "Consultant" to provide professional architectural and related services for the Whittier Area Recreation and Family Service Center ("Project") is hereby amended pursuant to sections 6.0 and 48 of the Agreement, to include additional scope of work and compensation as follows:

A. SCOPE

Amend the Scope of Services as set forth in Attachment "A" of the Agreement, to add scope of work for the second phase of architectural services for the Project, which includes Design Development through Construction Administration and Record Drawings ("Additional Services"). The Additional Services are set forth in the new Statement of Work, and attached as Attachment "A" to this Amendment.

B. COMPENSATION

Amend the Fee Schedule, as set forth in Attachment "B" of the Agreement, to pay an additional sum of \$1,123,302.00 to Consultant for the Additional Services described above, and as set forth in Attachment "A" of this Amendment. The new contract amount, including this Amendment is \$1,516,410.00. The new Fee Schedule is attached as Attachment "B" to this Amendment.

C. All other terms and provisions of the Agreement shall apply and remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be signed by their duly authorized officers.

COMMUNITY DEVELOPMENT
COMMISSION OF THE
COUNTY OF LOS ANGELES

HMC ARCHITECTS

By _____
SEAN ROGAN
Executive Director

By _____
CHRIS TAYLOR
Principal

Approved as to Program
CONSTRUCTION MANAGEMENT DIVISION

Approved as to form:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
SCOTT STEVENSON
Acting Director

By _____
TALIN HALABI
Deputy County Counsel

ATTACHMENT A

STATEMENT OF WORK

ATTACHMENT A STATEMENT OF WORK

1.0 STATEMENT OF WORK

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintain many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission is seeking a Consultant to provide Architectural and Engineering services and to perform some and/or all of the following the items listed below as required.

2.0 GENERAL REQUIREMENTS

2.1 General Summary

A general summary of the project work for the Whittier Area Recreation and Family Services Center is as follows: The construction of a new LEED Silver certified Community Center Building up to 19,000 square feet with multiple functions and related parking and landscaped facilities. Additionally, the park will have new landscape, hardscape, irrigation and softscape for all areas. The project scope will also include all required on-site and off-site work and demolition of the existing structures as required.

2.2 Required Services

The Consultant shall perform all architectural and engineering design work as described in Section 3.0 and other services related to or required for the performance of this Contract such as, but not limited to, the items listed below:

2.2.1 Prepare title reports as needed for preparing surveys.

2.2.2 Prepare geotechnical reports.

2.2.3 Prepare other engineering/testing as required.

2.2.4 Contract and coordinate with a furniture, fixture and equipment consultant.

2.2.5 Attend community design presentations and community meetings, and participate as

required.

2.2.6 Prepare landscape, irrigation and related design.

2.2.7 Prepare on-site and off-site design including parking lot design.

2.2.8 Conduct deputy inspections during construction.

2.2.9 Prepare a detailed design schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified in Section 3.0 below.

2.2.10 Provide any other consulting, engineering and/or inspection services required to complete the design and construction of the project.

2.2.11 Provide for the Specific Work Requirements identified in 3.0 below.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Designs Through Plan Check

The Consultant shall prepare design development, working drawings and specifications up to and including full plan check approval, revision of final drawings and specifications for ready-to-bid documents, including, but limited to:

3.3.1. Prepare designs, plans, drawings, calculations, and specifications for the proposed project, including but not limited to all on-site and related off-site work.

3.3.2 Meet with Agency representatives, proposed user and operator, and other agents to finalize the design scope of work and intent.

3.3.3 Research and review all existing documents and data regarding the site including any available as-built information.

3.3.4 Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the project design.

3.3.5 Perform site investigations to identify above ground structures and/or underground structures/improvements including but not limited to abandoned and/or active utilities and/or easements and/or any other elements or factors that might affect the project.

- 3.3.6 Prepare landscape schemes that incorporate environmentally responsible and easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.
- 3.3.7 Complete design development and construction documents phases.
- 3.3.8 Complete utility usage/load calculations for water, gas, and electrical system, and size new system appropriately.
- 3.3.9 Design the new project, drawn to scale, in AutoCAD 2005 or a newer version of AutoCAD. Include items such as, but not limited to, demolition plans, grading and civil engineering plans; architectural construction drawing and specifications; and calculations; all required consultant drawings including, but not limited to, structural, mechanical, electrical, and plumbing; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.
- 3.3.10 Contract with and coordinate with furniture, fixture and equipment consultant to design and coordinate all furniture, fixture and equipment.
- 3.3.11 Comply with ADA accessibility requirements.
- 3.3.12 Include site lighting in design.
- 3.3.13 Design the project to be LEED Silver Certified.
- 3.3.14 Include new on-site and off-site improvements such as new and rehabilitated parking, sidewalks, curb and gutter, and related improvements as may be required by the local jurisdiction.
- 3.3.15 Incorporate proper drainage and proper interface with existing site features into the design including, but not limited to, curbs, gutters, driveway aprons, other flatwork, art work, and setback requirements; new electrical transformer enclosures; trash enclosures; and any other site structures. Coordinate all site utility elements for all site structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.
- 3.3.16 Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.

- 3.3.17 Prepare written specifications in CSI 16-division format, including sample Division 1 specifications to be provided by the Commission's Representative.
- 3.3.18 Prepare final ready-to-bid documents for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.
- 3.3.19 Provide value engineering services. Consultant acknowledges and understands that it is the Agency's objective to construct the Work as economically as possible without sacrificing design quality. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during each of the design phases, and to make changes as necessary to keep the Contractor's final cost estimate within 10% of the currently established construction budget. To assist with value engineering, the Consultant shall present to Agency alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. Failure by Consultant to comply with such obligation may constitute a breach of this Contract. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.
- 3.3.20 Provide reproducible final documents. The Consultant shall cause two (2) sets of prints, specifications, estimates, etc. to be provided to the Agency at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.
- 3.3.21 Submit drawings at various design phases to the Agency for review and comment. Make corrections following each submission. The design phases are identified below:
- 3.3.21.1 Schematic phase. Prepare conceptual drawings to submit to public agencies such as Building and Safety, Fire Department, Planning Department, and other agencies as required, to identify and confirm all building and site requirements upfront.
 - 3.3.21.2 Design Development Phase.
 - 3.3.21.3 Construction Documents at 50% completion.
 - 3.3.21.4 Construction Documents at 90% completion. Finally, by the due date indicated in the Notice to Proceed, Consultant shall submit all required drawings, specifications, calculations, and documents for plan check to all authorities having jurisdiction

over the project including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning departments. Complete all required corrections including those of any subconsultants and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

3.3.22 Make any and all corrections or changes required by jurisdictions. The Consultant shall promptly make all corrections or changes in the construction documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement.

3.3.23 Prepare cost estimates. Consultant shall prepare a written cost estimate on an electronic spreadsheet format program so that “what-if” scenarios and value-engineering options can, if necessary, be considered throughout the design process. Additionally, Consultant shall prepare an ongoing value-engineering list of items with dollar amounts at each design phase that identifies possible options that may help project stay under budget during each design and construction phases. Submit cost estimates in the following format and at the following phases:

3.3.23.1 Design Development. Provide a detailed, itemized take-off estimate at the completion of design development.

3.3.23.2 Construction Documents. Provide an updated, detailed itemized take-off estimate at 50% completion of construction documents; and final detailed itemized take-off estimate at 90% completion of construction documents phase (plan check submittal).

3.4 Bidding Phase

3.4.1 The Consultant shall assist with the preparation of bid packages.

3.4.2 The Consultant shall attend Pre-bid walk through and answer any questions.

3.4.3 The Consultant shall issue addenda, as needed. Prepare responses and answers to questions raised by bidders.

- 3.4.4 The Consultant shall review bids, review and make a determination on all proposed equals (substitutions), and make recommendation on bids.
- 3.4.5 The Consultant shall re-bid, if required; including update and revision of bid packages as needed for a second bidding.
- 3.5 Construction Observation Phase
 - 3.5.1 The Consultant shall review contractors' change order requests and determine eligibility and reasonableness of items and cost; counter-sign change orders.
 - 3.5.2 The Consultant shall conduct periodic observations and provide approval certifications for the work observed.
 - 3.5.3 The Consultant shall provide construction administration services including, but not limited to, the following tasks:
 - 3.5.3.1 Attend pre-construction conferences, change order negotiation meetings, and weekly on-site construction progress meetings with contractors, Commission Representatives, Owner's Representative, and Construction Management Representative.
 - 3.5.3.2 Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape / plant materials (2 days), alternates (5 days), requests for information (24 hours), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Architect to review and make a determination on all proposed equals, validate the quality of the proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.
 - 3.5.3.3 Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.
 - 3.5.3.4 Prepare, maintain, and update project meeting minutes each week following each weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, Commission, and other team members as required within three business days of the weekly job site meetings.
 - 3.5.3.5 Coordinate inspection activities with hazardous material removal consultants, if necessary.
 - 3.5.3.6 Conduct inspections to verify that all phases of contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Commission Representatives.

- 3.5.3.7 Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
- 3.5.3.8 Verify and co-sign progress payments to ensure Consultant is requesting only appropriate amounts for work-in-place.
- 3.5.3.9 Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Commission representatives.
- 3.5.3.10 Solicit, review and incorporate changes from the contractor's marked up as-built set into a final record set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.

3.5.4 Trouble-Shooting

The Consultant shall trouble-shoot and submit written solutions to resolve construction defects and disputes.

3.6 Design Within Funding Limits

The Consultant shall re-design the project to meet the above-named budgetary targets at no cost to the Commission, if the proposed design as bid varies more than 10% above the Commission's budget or more than 10% below the budget.

3.7 Standard of Care

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]).

Consultant shall accept the special relationship of trust and confidence established between it and Commission by this Contract.

The Consultant shall covenant to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in

accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Contract.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract.

The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

3.8 Project Schedule

The Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for the Project or assignment under this Contract.

The Consultant shall provide monthly updates as needed to track design progress, including design Consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

4.0 RESPONSIBILITIES

The Commission and the Consultant's responsibilities are as follows:

Commission

A.

4.1 Personnel

- 4.1.1 The Commission shall monitor the Consultant's performance in the daily operation of this Contract.
- 4.1.2 The Commission shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Project Manager

- 4.2.1 The Consultant shall provide a full-time Project Manager with an Architectural license from the State of California with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

- 4.2.2 The Consultant's Project Manager shall act as a central point of contact with the Commission, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.
 - 4.2.3 The Consultant shall provide a telephone number and email address where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.
 - 4.2.4 The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 4.3 Personnel
 - 4.4.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.
 - 4.4.2 The Commission requires the Consultant, at the Consultant's expense, to conduct background security checks on their employees assigned to the Contract.
- 4.4 Uniform / Identification
 - 4.4.1 The Consultant's employees must wear visible identification when working under the Contract on Commission property. The identification shall be Commission Visitor ID.
 - 4.4.2 The Consultant's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.
- 4.5 Materials and Equipment

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and equipment that are safe for the environment and safe for use by the Consultant's employee.
- 4.6 Training

The Consultant shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.
- 4.7 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.

4.8 Periodic Meetings

Consultant is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars (\$50.00).

5.0 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
 - any corrective action taken,
 - the time a problem was first identified,

- a clear description of the problem,
- and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

7.0 QUALITY ASSURANCE PLAN

The Commission will evaluate the Consultant's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary (Exhibit 1 of Attachment A)

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Consultant's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/Scope of Services (SOS) referenced and identified in this Contract and any future amendments;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOS, and are not meant in any case to create, extend, revise, or expand any obligation of the Consultant beyond that defined in the Contract and the SOS. In any case of apparent inconsistency between services as stated in the Contract and the SOS and this PRS, the meaning apparent in the Contract and the SOS will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOS, that apparent service will be null and void and place no requirement on the Consultant.

When the Consultant's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Consultant to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Consultant by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Commission, shall be credited to the Commission on the Consultant's future invoice.

This section does not preclude the Commission's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

7.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Consultant's performance.

7.3 Contract Deficiency Notice

The Commission will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

7.4 Commission Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

8.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Commission and the Consultant.

EXHIBIT 1 of ATTACHMENT A
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Design Development (SOS Section 3.0)	Completion of Design Development Drawings	Receipt of final Design Development Drawings	Withhold payment for that service.
Working Drawings and Specifications Documents (SOS Section 3.0)	Completion of Working Drawings and Specification Documents	Receipt of final Working Drawings (Plan Check Approved)	Withhold payment for that service.
Bidding (SOS Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOs Section 3.0)	Completion of Construction	Receipt of Certificate of Occupancy	Withhold payment for that service.
Record Drawings	Completion of Record Drawings	Receipt of Final Record Drawings	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT B
FEE SCHEDULE FOR ARCHITECTURAL SERVICES

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs of Consultant base design fee, additional services, and reimbursable expenses, the maximum, not-to-exceed price of \$1,123,302.00.

Payment for Consultant fee shall be based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants in this Contract

Design Development (21%) \$110,691.00
Working Drawings & Specifications (52%) \$273,473.00
Bidding and Construction Administration (25%) \$130,225.00
Record Drawings (2%) \$13,023.00
TOTAL FOR BASIC SERVICES: \$527,412.00

In addition, allowance for consultant(s), deputy inspections, testing, entitlement fees, reimbursable items or other required services, subject to Commission review and approval, shall be up to \$595,890.00. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the basic services.

Principal Architect: \$235.00 per hour
Senior Project Manager: \$190.00 per hour
Project Architect/Manager: \$170.00 per hour
Project Designer: \$145.00 per hour
Interior Designer: \$145.00 per hour
Staff Architect/Manager: \$125.00 per hour
Draftsperson: \$100.00 per hour
Clerk: \$80.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred Thousand Dollars (\$100,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.